

Northwest Iowa CC Support Staff Assn./ISEA

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NORTHWEST IOWA CC/

06-09

AREA 4 CC SUPPORT STAFF ASSN/ISEA

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**NORTHWEST IOWA COMMUNITY COLLEGE**  
**AND**  
**AREA IV COMMUNITY COLLEGE**  
**SUPPORT STAFF ASSOCIATION**  
**FY'07-FY'09**

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<b>AGREEMENT .....</b>	<b>1</b>
<b>ARTICLE I .....</b>	<b>1</b>
Recognition .....	1
<b>ARTICLE II .....</b>	<b>2</b>
Definitions .....	2
<b>ARTICLE III .....</b>	<b>3</b>
Leaves of Absence .....	3
A. <u>Sick Leave:</u> .....	3
B. <u>Illness in the Immediate Family:</u> .....	4
C. <u>Jury:</u> .....	4
D. <u>Association:</u> .....	4
E. <u>Professional:</u> .....	4
F. <u>Bereavement:</u> .....	4
G. <u>Personal Leave:</u> .....	5
H. <u>Leave Increments:</u> .....	5
I. <u>Eligibility:</u> .....	5
<b>ARTICLE IV .....</b>	<b>6</b>
Vacations .....	6
A. <u>Eligibility:</u> .....	6
B. <u>Rate:</u> .....	6
C. <u>Scheduling:</u> .....	6
D. <u>Carryover of Vacation:</u> .....	7
<b>ARTICLE V .....</b>	<b>7</b>
Holiday Pay .....	7
<b>ARTICLE VI .....</b>	<b>8</b>
Grievance Procedure .....	8
A. <u>Definitions:</u> .....	8
B. <u>Purpose:</u> .....	8
C. <u>Procedure:</u> .....	8
D. <u>Rights of Employees to Representation:</u> .....	10
E. <u>Miscellaneous:</u> .....	10
<b>ARTICLE VII .....</b>	<b>11</b>
Staff Reduction Procedure .....	11
A. <u>Purpose:</u> .....	11
B. <u>Coverage:</u> .....	11
C. <u>Definition:</u> .....	11
D. <u>Layoff:</u> .....	11
E. <u>Recall Rights:</u> .....	12
F. <u>Notification:</u> .....	12
G. <u>Benefits:</u> .....	13

<b>ARTICLE VIII .....</b>	<b>13</b>
<b>Seniority .....</b>	<b>13</b>
A. <u>Seniority Accumulation:</u> .....	13
B. <u>Seniority Lists:</u> .....	13
C. <u>Previous Accrual:</u> .....	13
D. <u>Application:</u> .....	13
E. <u>Probationary Employees:</u> .....	13
<b>ARTICLE IX .....</b>	<b>14</b>
<b>Formal Evaluation Procedure .....</b>	<b>14</b>
A. <u>General Provisions:</u> .....	14
B. <u>Formal Evaluation Procedures:</u> .....	14
C. <u>Personnel File Review:</u> .....	14
D. <u>Personnel File Contents:</u> .....	14
<b>ARTICLE X .....</b>	<b>15</b>
<b>Voluntary Transfer .....</b>	<b>15</b>
A. <u>Definition:</u> .....	15
B. <u>Notification of Vacancies:</u> .....	15
C. <u>Procedures:</u> .....	15
<b>ARTICLE XI .....</b>	<b>16</b>
<b>Involuntary Transfer .....</b>	<b>16</b>
A. <u>Definition:</u> .....	16
B. <u>Notice:</u> .....	16
C. <u>Procedure:</u> .....	16
D. <u>Meeting and Appeal:</u> .....	16
E. <u>Security of Wages:</u> .....	16
<b>ARTICLE XII .....</b>	<b>16</b>
<b>Safety Provisions .....</b>	<b>16</b>
A. <u>Physical Fitness – New Employees:</u> .....	16
B. <u>Safety Provisions:</u> .....	17
C. <u>Required Clothing and Equipment:</u> .....	17
<b>ARTICLE XIII .....</b>	<b>17</b>
<b>Dues Deduction .....</b>	<b>17</b>
A. <u>Dues Deduction:</u> .....	17
<b>ARTICLE XIV .....</b>	<b>18</b>
<b>In-Service Training .....</b>	<b>18</b>
A. <u>Staff Development:</u> .....	18

<b>ARTICLE XV .....</b>	<b>19</b>
<b>Employee Hours .....</b>	<b>19</b>
A. <u>Normal Work Schedule:</u> .....	19
B. <u>Break:</u> .....	19
C. <u>Overtime:</u> .....	19
D. <u>Pay for Hourly Employees When School is Dismissed Early or Cancelled:</u> .....	19
<b>ARTICLE XVI .....</b>	<b>20</b>
<b>Wages .....</b>	<b>20</b>
A. <u>Methods of Payment – Pay Periods:</u> .....	20
B. <u>Overtime Rate:</u> .....	20
C. <u>Shift Differential:</u> .....	20
D. <u>Security Work:</u> .....	20
E. <u>Job Classification:</u> .....	20
F. <u>Pay for Current Employees:</u> .....	21
<b>ARTICLE XVII .....</b>	<b>21</b>
<b>Insurances .....</b>	<b>21</b>
<b>ARTICLE XVIII .....</b>	<b>22</b>
<b>Association Rights .....</b>	<b>22</b>
A. <u>Use of Facilities:</u> .....	22
B. <u>Use of Equipment:</u> .....	22
C. <u>Communications:</u> .....	22
<b>ARTICLE XIX .....</b>	<b>22</b>
<b>Compliance and Duration .....</b>	<b>22</b>
A. <u>Savings Clause:</u> .....	22
B. <u>Printing Agreement:</u> .....	22
C. <u>Notices:</u> .....	23
D. <u>Finality and Effect:</u> .....	23
E. <u>Duration Period:</u> .....	23
F. <u>Signature Clause:</u> .....	23
<b>APPENDIX A .....</b>	<b>24</b>
<b>Grievance .....</b>	<b>24</b>
<b>APPENDIX B .....</b>	<b>26</b>
<b>Support Staff Evaluation Form .....</b>	<b>26</b>
<b>APPENDIX C .....</b>	<b>28</b>
<b>Dues Deduction Authorization Form .....</b>	<b>28</b>

# **AGREEMENT**

The Board of Trustees of Northwest Iowa Community College (Area Four) (hereinafter referred to as the "Board"), and the Area IV Community College Support Staff Association (hereinafter referred to as the "Association"), on behalf of the Association and on behalf of the employees in the bargaining unit recognized and described in Article I of this Agreement, agree as follows:

## **ARTICLE I**

### **Recognition**

- A. The Board hereby recognizes the Association as the certified, exclusive and sole bargaining representative, for the purpose of collective bargaining for all employees of the Board as described in the Public Employment Relations Board certification as follows:

Included: All support staff, full-time and regular part-time including, but not limited to custodians, book stores clerks, graphics technician, ICN scheduler, library assistant, maintenance technicians, parts technician, printing technician, secretaries and receptionists.

Excluded: Certified staff, president, vice-presidents, division deans, their secretaries and others excluded by section 4 of Public Employment Relations Act.

- B. The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate with the Board through the negotiation agent or agents officially designated by the Board to act in its behalf.

# **ARTICLE II**

## **Definitions**

- Agreement** - this document; the collective bargaining agreement between NCC and NCCSSA
- Association** - the Northwest Iowa Community College Support Staff Association/ISEA or its duly authorized representative or agents.
- Bargaining Unit Member** - support staff personnel described in the PERB certification instrument Case No. 5818 dated August 4, 1998.
- Board** - Board of Trustees of the Northwest Iowa Community College
- College** - Northwest Iowa Community College (NCC)
- Employee** - personnel represented by the Association in the bargaining unit
- President** - President of Northwest Iowa Community College or designee
- Fiscal Year** - July 1 to June 30
- Immediate Supervisor** - the individual designated to the employee
- NCC** - Northwest Iowa Community College
- NCCSSA** - Northwest Iowa Community College Support Staff Association
- Working Days** - Days employees are regularly scheduled to work and does not include time spent driving to and from work.

# ARTICLE III

## Leaves of Absence

### A. Sick Leave:

1. All full-time and regular part-time employees will be granted leave of absence for personal illness or injury with full pay for:

1 <sup>st</sup> year of employment.....	10 days
2 <sup>nd</sup> year of employment.....	11 days
3 <sup>rd</sup> year of employment.....	12 days
4 <sup>th</sup> year of employment.....	13 days
5 <sup>th</sup> year of employment.....	14 days
6 <sup>th</sup> year and 7 <sup>th</sup> year of employment.....	15 days
8 <sup>th</sup> year and subsequent years of employment.....	20 days

Leave will be effective on the first day of this contract or after having reported for duty. The above amounts shall apply only to consecutive years of employment with the College and unused portions shall be cumulative to a total of one hundred-twenty (120) days. Those unit members that have accumulated one hundred twenty (120) days will still be credited with 120 days at year's end if less than the year's allotment is used during the year.

Employees hired after July 1 and employees contracted for a less-than-everyday work schedule shall have sick leave prorated from the above maximums according to the following formula:

$$\frac{\text{Yearly Hours}}{2080 \text{ hours}} \times \text{sick days per year} = \text{available sick days.}$$

Sick leave days will be computed up to the next whole hour.

2. Notification:

Employees shall be given a copy of a written accounting of accumulated sick leave no later than September of each year.

3. Reporting Sick Leave Usage:

The employee shall notify their immediate supervisor prior to an illness/absence regarding the reason and projected duration of leave. Sick leave reports shall be completed upon return to work. The Board may require a physician's report certifying the reason and necessity for absence or continued absence. If the Board requires an examination and report by a physician other than the employee's physician, the cost of such examination and report will be paid by the College to the extent the cost is not covered by insurance.



B. Illness in the Immediate Family:

In case of serious illness in the employee's immediate family, leave of absence with full pay may be granted upon request for up to five (5) days per year.

Serious illness shall be when the immediate family member is confined to a hospital including for childbirth, accident, or is treated on an outpatient basis for a procedure, which the family members could have been confined to a hospital.

Immediate family shall be interpreted as spouse, child, parent, parent-in-law, son-in-law, daughter-in-law, brother, sister, grandparent, spouse's grandparent, grandchild, or any member of the employee's immediate household.

C. Jury:

Any employee called for jury duty during working hours shall be provided such time with pay. Any fees or remuneration the employee received during such time shall be turned over to the employer.

D. Association:

The union shall be granted one (1) day of leave for two (2) people or two (2) days for one (1) person to attend to ISEA statewide meetings. Additionally two (2) days of unpaid leave shall be provided the Association for use as it deems necessary. Ten (10) working days prior written request shall be made for the leave when utilized.

E. Professional:

After obtaining written approval from the immediate supervisor, an employee may be granted limited leave with pay to attend professional meetings related to the work area of the employee.

Should the Administration request an employee's attendance at a professional meeting fees related to the meeting will be paid by the college. Such fees shall include a registration fee, mileage for use of personal auto if a college vehicle is not available, meals, and motel/hotel costs, as per board policy. The paid time for any professional leave will be only for an eight (8) hour day.

F. Bereavement:

In the event of a death in the immediate family (spouse, child, parent, brother, sister, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any other member of the employees immediate household), an employee may be granted up to a total of five (5) days annually with pay to attend the funeral and other details. In the event of a second death in the same contract year, the total days may be extended by one (1) additional day to a yearly total of six (6).

Up to two (2) days annually may be granted with full pay to attend the funeral of a close friend or other relative. It is intended that the time off would be to attend funeral services only.

The employee requesting such a leave will make a reasonable effort to contact his/her supervisor to make satisfactory arrangements prior to the leave being utilized.

G. Personal Leave:

Each employee shall have two (2) days each Contract year, non-cumulative, to be used for the employee's personal affairs without loss of pay. Such personal leave days shall be credited to the employees as of the first official workday of the college year. An employee planning to use a personal leave day or days shall notify his/her supervisor at least three (3) days in advance. In case of emergency, the employee will be granted the day if they notify the employer prior to the absence.

The days may not be used to extend a holiday as defined in this agreement, but may be used in conjunction with vacation.

The college reserves the right to limit the number of people using the leave on any given day to a reasonable number, ensuring the ability of the college to maintain reasonable services.

H. Leave Increments:

All temporary leaves of absence including sick leave may be taken in accordance with the provisions above in a minimum of one hourly increments.

I. Eligibility:

Sick leave will be provided on a pro-rated basis.

Other leaves will be available for part-time employees on a pro-rata basis who are regularly scheduled to work according to the following work schedule:

- Twenty-one (21) hours per week or one thousand ninety-two (1092) hours per year.

# ARTICLE IV

## Vacations

### A. Eligibility:

Vacation time shall be provided all employees working 21 hours per week or 1092 hours or more per year. Full-time employees shall receive the full benefits of the vacation schedule. Part-time employees shall receive prorated benefits of the vacation schedule, based on number of hours worked per year according to the following formula:

$$\frac{\text{Yearly hours per year}}{2080} \times \text{annual vacation} = \text{annual vacation part-time employee}$$

Vacation days shall be computed monthly on an hourly basis. Each vacation day shall be paid at the employee's hourly rate for time taken.

### B. Rate:

Fully paid vacation days shall be earned each fiscal year at the rates specified below:

Partial year of service.....	5/6 Vacation Day/Month
1 - 6 Years of service.....	10 Vacation Days/Year
7 Years of service.....	11 Vacation Days/Year
8 Years of service.....	12 Vacation Days/Year
9 Years of service.....	13 Vacation Days/Year
10 Years of service.....	14 Vacation Days/Year
11 Years of service.....	15 Vacation Days/Year
12 Years of service.....	16 Vacation Days/Year
13 Years of service.....	17 Vacation Days/Year
15 Years of service.....	18 Vacation Days/Year
16 or More Years of service.....	20 Vacation Days/Year

During the first partial year of employment, the employees shall earn paid vacation days based upon the number of months worked prior to July 1. The first full fiscal year of employment is the basis of "One" (1) Year of Service" on the vacation schedule, which means ten (10) paid vacation days plus unused vacation days earned in his/her partial year. Vacation days may be used in the year earned.

### C. Scheduling:

Vacation time may be used by eligible employees at time of the employee's choosing subject to prior immediate supervisor approval, including use of up to two (2) weeks on a consecutive basis. Notice of vacation use of five (5) or more days shall be given five (5) days before use. Otherwise, notice shall be two (2) days prior to usage for two (2) to four (4) days vacation and one (1) day prior to usage for one (1) day of vacation. When deemed necessary and upon approval by the

immediate supervisor, the one-day notice may be waived for the request of up to one (1) day of vacation. Personal Leave may be granted in conjunction with vacation leave. Vacation may be used in a minimum of hourly increments.

Employees on approved leaves, as provided by this agreement, shall accrue vacation while on such leave.

D. Carryover of Vacation

A maximum of one and one-half the number of annual vacation days allowed may be carried over from June 30 to July 1 each year. Vacation days exceeding the maximum carryover unused by the following June 30 are lost unless authorized for carryover in writing by the President. Any unused days will be paid to the employee upon termination of employment.

## ARTICLE V

### Holiday Pay

Each employee shall receive following paid holidays:

1. Independence Day
2. Labor Day
3. Thanksgiving Day
4. Friday after Thanksgiving
5. Christmas Eve Day
6. Christmas
7. New Year's Day
8. Good Friday
9. Memorial Day
10. Two (2) designated days at Christmas to be scheduled by the President

Should one of the above holidays fall on Saturday or Sunday, staff shall not be required to work on the preceding Friday for a Saturday holiday or on the following Monday for a Sunday holiday, provided the Friday or Monday is not already a designated holiday. In that event, Thursday and Friday, Friday and Monday, or Monday and Tuesday shall be the designated holidays.

Eligibility:

Employees will be eligible for Holiday Pay on a pro-rata basis if they are regularly scheduled to work:

- Twenty-one (21) hours per week or one thousand ninety-two (1092) hours per year.

# ARTICLE VI

## Grievance Procedure

### A. Definitions:

#### 1. Grievance:

A grievance shall mean a complaint that there has been an alleged violation, misinterpretation, or misapplication of the specific provisions of this Agreement.

#### 2. Aggrieved Person:

An "aggrieved person" is the person or persons or the Association making the complaint.

#### 3. Day:

A "day" is defined for grievance purposes as a working day.

### B. Purpose:

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### C. Procedure:

#### 1. Time Limits:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process.

#### 2. Level-One – Immediate Supervisor (Informal)

An aggrieved person with a grievance shall first discuss it with his/her immediate supervisor personally with the objective of resolving the matter informally within ten (10) days of the occurrence of the alleged violation.

#### 3. Level-Two – Division Vice President

If, as a result of the informal discussion with the immediate supervisor at Level One a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Association. The grievance form is attached to the contract as Appendix A.

The filing of the formal written grievance at the second step must be within five (5) days from the date of the informal conference with the immediate supervisor. A copy of the grievance form shall be delivered to the Division Vice President. The Division Vice President shall, within five (5) days of the receipt of the grievance, notify the grievant and the association of his/her disposition in writing. If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) day period, the grievance shall be transmitted to Level Three within five (5) days from the receipt of the written response or end of the timelines for the written response.

4. Level-Three – President:

The President and/or his/her designee may meet with the Aggrieved and Association designated representative in an attempt to resolve the grievance. The President shall provide a written response to the grievance, within fifteen (15) days of receipt of the grievance to the grievant and the Association President.

If the aggrieved person is not satisfied with the disposition of the grievance or if no disposition has been made within ten (10) days of the meeting, the aggrieved person may transmit the grievance to the Association with a recommendation that the grievance to be submitted to arbitration.

5. Level-Four – Arbitration:

- a. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by filing written notice with the President within fifteen (15) days of receipt of the request. Simultaneously the Association shall notify PERB requesting a list of arbitrators. The list shall consist of seven (7) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list.
- b. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold a hearing promptly and shall issue his decision not later than fifteen (15) days from the date of the close of the hearings. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted. The arbitrator, in his opinion, shall not amend, modify, ignore or add to the provisions of the Agreement. His authority shall be limited to deciding only the issue or issues presented to him and his decision must be based solely upon his interpretation of the meaning of application of the express relevant language of the Agreement.

The decision of the arbitrator shall be submitted to the President and the Association and shall be final and binding on the parties.

- c. Expenses for the arbitrator's services shall be borne equally by the College and the Association.

D. Rights of Employees to Representation:

1. Employee and Association:

An aggrieved person may be represented at all stages of the grievance procedure by himself/herself or at his/her option by a representative selected by the Association.

E. Miscellaneous:

1. Separate Grievance File:

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

2. Meetings and Hearings:

All meetings and hearing under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives.

3. Time Limits:

The failure of the aggrieved person to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

4. No Interference with Related Work Activities:

Except as herein provided, it is agreed that any investigation or other handling or processing of any grievance by the aggrieved person shall be conducted so as to result in no interference with related work activities of the grieving person.

# ARTICLE VII

## Staff Reduction Procedure

A. Purpose:

To provide an orderly and accepted procedure for staff reduction, when it is deemed necessary by the Board of Trustees.

B. Coverage:

All employees under this Agreement are covered including employees on approved leave of absence. Coverage requires all employees be included in their respective job classification.

C. Definition:

A layoff is a reduction in staff, which results in the elimination of some part or all of the positions within a classification.

A probationary employee is an employee in their first year of employment.

For the purpose of this Article, the job titles are classified as follows:

Classification

- I. Secretaries (including Graphic Arts Technician)
- II. Operators (including Bookstore and Parts)
- III. Media Clerk
- IV. Accounting Clerk
- V. Library Clerk
- VI. Maintenance
- VII. Custodial

D. Layoff:

When one or more employees are to be terminated or reduced, the following sequential procedure shall determine those employees that shall be terminated first.

1. Attrition: Normal turnover due to retirement, resignation, etc.



2. Probationary employees in the classification with the most recent hired the first selected.
3. The seniority principle shall apply within job classifications. Seniority shall be considered the length of an employee's continuous service with the college from the date of his/her most recent date of employment, pro-rated for part-time employees within job classification.
  - a. Those individual employees who are reduced in full or in part shall be selected with the employee with the least seniority selected for layoff first.

E. Recall Rights:

1. Any employee terminated pursuant to the need for staff reduction shall be eligible for recall for a period of one (1) year from the date of termination. Any employee reduced and desiring recall rights shall maintain on file with the Human Resources his/her current mailing address and all previous assignments within the College, and classifications to which the employee desires recall.
2. Should a vacancy occur in his/her classification of employment within one (1) year from the date of termination, the President or his/her designee shall notify the reduced employee by certified mail of the vacancy. An employee will have ten (10) working days to accept or reject the recall notice. Rejection of or lack of a timely response to a recall notice shall terminate recall rights under this article. Recall shall be in inverse order of seniority.
4. Involuntary transfers shall not be made which prevent the recall of laid off employees. No out-of-bargaining unit employees will be employed or transferred to unit job titles so long as there are eligible employees on the recall list. Employees with direct recall rights shall be re-employed first.
5. Such employee shall be entitled to fill a vacancy provided the employee has the job skills to adequately meet the job responsibilities within the job description. Testing may be required to determine adequacy of performance.
6. An employee who is offered a recall to a job title which has a lower pay classification or an individual contract calling for fewer hours per year than the time of layoff may refuse the recall and still retain future recall rights as provided in this Article.
7. Any employee terminated for cause other than Staff Reduction shall have no recall rights.

F. Notification:

All employees shall be notified twenty (20) working days in advance of any intent to reduce their position in full or part. Insurance benefits shall continue through the end of the last month the employee is paid.

G. Benefits:

Any employee who is re-employed for a position after layoff shall be placed at a salary at or above the salary from which they left, with their accumulated unpaid benefits restored.

Seniority shall be frozen while an employee is on the recall list and shall resume upon re-employment. Accrual of sick leave and other benefits shall resume upon re-employment.

## ARTICLE VIII

### Seniority

A. Seniority Accumulation:

Seniority accumulation shall commence at the most recent date of continuous employment. Seniority shall accumulate for employees working less than full-time on a pro-rata basis. The formula for seniority accumulation shall be  $\frac{\text{yearly hours}}{2080}$  equals hours of seniority per fiscal year.

Also, employees changing job classifications voluntarily shall carry seniority from their previous job classification. Employees voluntarily leaving employment shall start over upon return, unless they are on an approved leave or returning via recall provisions. Ties in seniority accumulation shall be broken by the last four (4) digits of the affected employee's Social Security number with the highest number having the greatest seniority.

B. Seniority Lists:

The College shall distribute seniority lists by job classification to all employees on or before September 1<sup>st</sup> of each year.

C. Previous Accrual:

As of the first day of the Agreement, all prior seniority accrued based on the formula in Section A shall be credited to each employee.

D. Application:

The seniority principle shall apply in layoffs.

E. Probationary Employees:

Probationary employees shall not receive seniority until their one-year probationary period is satisfactorily completed, at which time seniority shall be made retroactive to the date of employment. The probationary period may be extended for one additional year upon mutual agreement of the employer and employee.

# ARTICLE IX

## Formal Evaluation Procedure

### A. General Provisions:

Within three (3) weeks (fifteen (15) working days) after initial employment or new assignment, the appropriate supervisor shall acquaint each new employee under his/her supervision with the evaluation procedure. No formal evaluation shall take place until this has been done.

The written formal evaluation will be on the form attached to this agreement as Appendix B. The form and criteria are hereby incorporated into this agreement.

### B. Formal Evaluation Procedures:

The purpose of this evaluation is to evaluate the employee's performance related to his/her position. The evaluation process will be as follows:

1. The first step will be a verbal discussion prior to the evaluation between the immediate supervisor and employee. This discussion should make both parties aware of the form being used and the criteria to be evaluated.
2. The evaluation will be completed by the employee's immediate supervisor.
3. The evaluation will be conducted with the employee and all staff who participated in the assessing of his/her performance.
4. The employee shall receive a copy of any written evaluation and it shall be placed in the employee's personnel file. All such written evaluations shall be signed by the employee's immediate supervisor and the employee.
5. An annual formal evaluation will be completed by May 1 of each fiscal year.
6. Probationary employees will be formally evaluated a minimum of twice a year, with the first evaluation no sooner than four months of employment and then continue on the annual formal evaluation system.
7. An employee may respond in writing to the evaluation within ten (10) working days of the receipt of the written evaluation.

### C. Personnel File Review:

Each employee shall have the right to review and reproduce the contents of his/her personnel file. A representative of the Association, at the employee's request, may accompany the employee in this review.

### D. Personnel File Contents:

Copies of all written communications concerning a unit member will be given to the unit member when placed in his/her personnel file.

# ARTICLE X

## Voluntary Transfer

### A. Definition:

The permanent voluntary movement of an employee to a different job title or job classification shall be considered a voluntary transfer.

### B. Notification of Vacancies:

#### 1. Posting:

Human Resources shall post on an official bulletin board a list of vacancies that occur.

#### 2. Filing Requests:

Employees who desire a transfer may file a written statement of such desire with Human Resources. Such statement shall include the job title or job classification to which the employee desires to be transferred in order of the employee's preference.

### C. Procedures:

#### 1. Voluntary Transfers:

Any employee possessing the necessary qualification may apply for a voluntary transfer to another posted position and all applications shall be considered. All applications shall be in writing and shall name the transfer for which the applicant wishes consideration. The granting of such transfer will be based upon the needs of the college as determined by the college.

#### 2. Posting Of Opportunities To Transfer:

- a. When the college is open, a notice of an opening creating an opportunity to transfer to another position shall be posted on the official bulletin board for at least five (5) working days prior to the final date when the application must be submitted. Employees who desire to apply for the transfer shall submit their applications in writing to Human Resources, within five (5) working days from the posting. The granting of a transfer will be based upon the need to the college as determined by the administration.

# ARTICLE XI

## Involuntary Transfer

A. Definition:

The permanent involuntary movement of an employee to a different position shall be considered an involuntary transfer when the vacant position cannot be filled by voluntary transfer.

B. Notice:

Notice of an involuntary transfer shall be given in writing to employees as soon as practical.

C. Procedure:

The President has the responsibility to reassign or transfer employees to effectively and efficiently fulfill the work requirements of the college.

D. Meeting and Appeal:

An involuntary transfer shall be made only after a meeting between the employee involved and the President or his/her designee at which time the employee shall be given reason(s) therefore.

E. Security of Wages:

No employee shall suffer a loss in pay rate unless transferring voluntarily to a different job classification.

# ARTICLE XII

## Safety Provisions

A. Physical Fitness - New Employees:

All new employees are required to provide evidence satisfactory to employer of physical fitness to perform duties assigned prior to receiving their first paycheck. The employer shall pay up to \$55.00 (above the amount reimbursed by any insurance) for the cost of such examination.

**B. Safety Provisions**

The employer shall make an effort to provide and maintain a safe place of employment. Employees shall be alert to unsafe practices, equipment or conditions and shall report any such unsafe practice, equipment or conditions to Human Resources.

**C. Required Clothing and Equipment:**

The employer has the right to require protective clothing, equipment, and devices. Any item required by the employer shall be provided by the employer.

## **ARTICLE XIII**

### **Dues Deduction**

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for professional dues.

**A. Dues Deduction:**

**1. Authorization:**

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of Association dues. The form of the assignment is included in this Agreement as Appendix C.

**2. Regular Deduction:**

The Board shall make monthly deductions for employees commencing with the October payroll and continuing through August, in equal amounts as specified in such authorization provided the Board has been provided with such authorization by October 1.

**3. Prorated Deduction:**

New employees who begin dues deduction after October 1 shall have the total dues prorated in equal amounts as specified on the basis of the remaining months through August, provided the Board has been provided with such authorization at least fifteen (15) working days prior to a monthly scheduled salary.

4. Duration:

An employee's dues may be checked off only upon the employee's written request. Dues shall be continuous thereafter at the prevailing annual rate of dues provided, however, that the employee may terminate the dues deduction at any time by giving thirty (30) days written notice to the Board and to the Association. The Association shall provide the College business office with a listing of members and the respective annual dues and monthly deductions for each.

5. Transmission of Dues:

The Board shall remit to the Association the total monthly deduction for Association dues within one (1) month following each regular pay period.

6. Association Responsibility:

It shall be the responsibility of the Association to inform its members of the procedures for payroll deductions and distribute the approved forms for same.

7. Hold-Harmless Clause:

The Association agrees to indemnify and hold harmless the Board, each individual Board member, all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues deduction.

## **ARTICLE XIV**

### **In-Service Training**

A. Staff Development

1. Staff Development Committee:

A Staff Development Committee will be approved by the President and will include at least three (3) bargaining unit members appointed by the Association. This committee shall consider the requests for use of staff development funds for activities to support the personal plans using the following criteria:

- a. Available funds;
- b. Recertification needs; and
- c. Benefit to the institution.

2. Participation:

Employees participating in approved Staff Development activities, including committee members, shall be given released time for the activities, as needed.

# ARTICLE XV

## Employee Hours

### A. Normal Work Schedule:

The workweek for full-time employees shall be forty (40) hours, exclusive of lunch breaks, worked in five (5) consecutive days, within a seven-day period.

The College and the employee may mutually agree upon alternative work schedules.

The workday for full-time employees shall be eight (8) consecutive hours, exclusive of lunch breaks. Starting and ending of shifts shall be established and communicated to employees. The College retains the right to schedule hours, but will not temporarily reschedule working hours to avoid the overtime provisions of this Agreement.

Custodial and maintenance employees may have scheduled working hours adjusted in cases of necessity.

### B. Break:

Each employee shall have a 30-minute lunch period scheduled around the middle of the workday if they are scheduled to work five (5) hours or more. The immediate supervisor will assign the lunch period. Each employee shall be permitted one 15-minute paid break taken near the middle of the first half of the day and one 15-minute paid break taken near the middle of the second half of the day.

Regular part-time employees shall be permitted one 15-minute break during any four consecutive hours of work. The immediate supervisor will schedule breaks.

### C. Overtime:

Overtime is defined as all hours worked in excess of forty (40) hours in any one week. Overtime will be assigned by the immediate supervisor prior to performance of same.

Paid leave, including holidays and vacations, shall count toward hours worked for purposes of calculating the forty (40) hours per week.

### D. Pay for Hourly Employees When School is Dismissed Early or Cancelled:

In the event the College is closed prior to classes starting/the start of the regular workday, hourly paid employees shall be paid for the day. In other words, if classes are cancelled because of inclement weather, an employee does not have to report to work.

When college is dismissed early or has a late start for any reason, hourly paid employees shall be dismissed and entitled to their scheduled day's pay. Employees who have not reported for work prior to early dismissal because of a later scheduled start time shall also be entitled to their scheduled day's pay.



# ARTICLE XVI

## Wages

### A. Method of Payment-Pay Periods:

Full-time and part-time employees shall be paid in twelve (12) monthly installments not later than the last working day of the month.

Employees who do not elect direct deposit shall receive their checks in their mailbox and on the regular workdays. If the regular payday falls on a Saturday, Sunday, or holiday, payments shall be on the preceding workday.

### B. Overtime Rate:

Overtime payment shall consist of one-and-one-half (1 ½) times the regular hourly rate. Overtime hours on Sunday and holidays shall be by mutual agreement.

### C. Shift Differential:

Any full-time employee who has work hours that fall between 6:00 p.m. and 6:00 a.m. will be paid a shift differential of \$1.00 per hour only for those hours that fall between 6:00 p.m. and 6:00 a.m.

### D. Security Work:

Saturday, Sunday and Holidays are paid at one and one-half (1 ½) times the hourly rate.

### E. Job Classification:

An updated and/or new job classification description shall be provided by the Board to the Association with the job posting notice at least three (3) working days prior to the information being available to the general public.

Classification of NCC Support Staff with starting base wage range for the 2007-2009 (FY'07, FY'08, FY'09) contract years shall be as follows. The range is subject to the condition that an equity adjustment be made for existing employee(s) with equivalent experience should a new employee be hired at a starting hourly salary higher than the current rate of the existing employee(s) in the same classification as defined in Article VII.

	<u>FY'07-'09</u>
SECRETARIAL	\$8.70 - \$9.70
MAINTENANCE	\$10.05-\$12.05
CUSTODIAL	\$8.70 - \$9.70

F. Pay for Current Employees:

All employees employed for 2005-2006 shall receive a salary increase of 3% of each individual's FY'06 hourly base wage + \$0.10 the first year (FY'07), 3% of each individual's FY'07 hourly base wage + \$0.11 the second year (FY'08), and 3% of each individual's FY'08 hourly base wage + \$0.12 the third year (FY'09) in addition to other pay rate changes called for in the contract.

## **ARTICLE XVII**

### **Insurances**

The Board shall purchase comprehensive pre-authorization medical and life insurance programs for all full-time employees for the 2007-2009 college year. The Board shall provide an equitable medical insurance policy (\$100/\$200 deductible, \$500/\$1,000 maximum out-of-pocket, and \$10 copay) for the duration of this three-year contract.

The Board shall provide long-term disability insurance, which shall be paid by the employee.

The Board shall purchase single coverage or family coverage in the group health insurance program, whichever is applicable.

The Board shall contribute the premium cost of the life insurance equal to \$50,000 or 2 X salary, whichever is greater.

The Board shall purchase a dental insurance program for the 2007-2009 college years for all full-time employees. The Board shall pay the single employee premium or family premium, whichever is applicable. The maximum yearly benefit shall be \$1,000.

The Board provided insurance programs shall be for a thirty-six month period from July 1, 2006, to midnight June 30, 2009. Insurance for a new employee will be effective the first of the month following his/her employment.

The Board shall provide each new employee a description of the insurance program upon his/her employment. Changes in insurance will be provided to the employees as soon as it is made available by the insurance company.

An employee on an approved leave of absence shall have the right to continue the group insurance benefits at his/her own expense. An employee on an approved sick leave, shall have the right to continue group insurance benefits at his/her own expense after the exhaustion of any accrued sick leave days.

Employees shall be covered by liability insurance for protection while in the proper performance of assigned duties.

Eligibility:

Employees covered by NCC group hospital/medical, dental, life, and long-term disability insurance shall be those employees working at least 1,560 hours per year.

# ARTICLE XVIII

## Association Rights

### A. Use of Facilities:

The Association members shall have the right to make use of College buildings and facilities for meetings at all reasonable times (not including work hours) provided that such business does not interfere with or interrupt whatsoever the related work activities of the College.

Such meetings shall be scheduled with the Vice-President of College Services.

### B. Use of Equipment:

The Association members shall have the right to use college equipment including typewriters, duplicating equipment, calculating machines, and all types of audio visual equipment at reasonable times provided that such use does not interfere with or interrupt whatsoever the related work activities of the college.

The Association shall pay for the reasonable costs of all materials and supplies incident to such use.

### C. Communications:

The Association members shall have the right to post notices of activities and matters of Association concern on a designated bulletin board in each building.

# ARTICLE XIX

## Compliance and Duration

### A. Savings Clause:

In the event that any provisions of this agreement shall become void or illegal during the term of this agreement, such provisions shall become inoperative, but all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

### B. Printing Agreement:

Copies of this agreement shall be printed at the expense of the Board, after agreement with the Association on format within thirty (30) days after the agreement is signed. The agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board and the Board shall provide the Association with five (5) additional copies.

C. Notices:

Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions of this agreement, either party shall do so by electronic mail or letter at the following designated address or at such other address as may be designated by a party in written notification to the other party.

1. If by Association, to Board at:  
President's Office  
Northwest Iowa Community College  
Sheldon, IA 51201

2. If by Board, to Association at:  
President of the Association  
Area IV Community College Support  
Staff Association  
Northwest Iowa Community College  
Sheldon, IA 51201

D. Finality and Effect:

Past practices prior to the commence of this first agreement only, shall not constitute part of this agreement. Subsequent, successor or supplementary agreements must be reduced to writing and executed by both parties to be effective.

It is expressly understood and agreed that all functions, rights, powers or authority granted to or inhering to the administration of the college by law or custom are retained by the Board, except as modified by this agreement. Where the clauses in this agreement do not abrogate or diminish the above mentioned rights and authority of the Board, the Board shall not exercise its rights so as to violate any of the specific provisions of this agreement.

E. Duration Period:

This agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2009.

F. Signature Clause:

IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 18<sup>th</sup> day of April 2006.

**ASSOCIATION:**

BY Ardis Foreman

ATTEST:

Mandy Witman  
CHIEF NEGOTIATOR

**BOARD OF DIRECTORS:**

BY Loretta Beckland, D

ATTEST:

Althea Stubbs  
CHIEF NEGOTIATOR

## APPENDIX A

### NORTHWEST IOWA COMMUNITY COLLEGE GRIEVANCE

Copies of this form shall be distributed by each respondent to:

1. Northwest Iowa Community College Support Staff Association President
2. Employee
3. Division Vice-President
4. President

Grievant \_\_\_\_\_ Date \_\_\_\_\_

Building \_\_\_\_\_ Department \_\_\_\_\_

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#### LEVEL 2 – DIVISION VICE PRESIDENT

A. Date and time alleged violation occurred \_\_\_\_\_

B. Date and time of verbal step \_\_\_\_\_

C. Clause(s) of contract alleged to be in question \_\_\_\_\_

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D. Nature of Grievance \_\_\_\_\_

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E. Remedy Requested \_\_\_\_\_

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Signature of Grievant \_\_\_\_\_

## **DISPOSITION OF LEVEL 2**

Date Received \_\_\_\_\_

Answer \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Division Vice President \_\_\_\_\_

Date \_\_\_\_\_

## **LEVEL 3 – PRESIDENT OF COLLEGE**

Date Received by President of College \_\_\_\_\_

Answer \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of President of College \_\_\_\_\_

Date \_\_\_\_\_

## **LEVEL 4 – REQUEST FOR ARBITRATION**

Signature of NCCSSA President \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX B

### NORTHWEST IOWA COMMUNITY COLLEGE SHELDON, IOWA

#### SUPPORT STAFF EVALUATION FORM

Purpose: To evaluate your skills and abilities related to your position.

\*A rating other than satisfactory requires explanation.

Strength	Satisfactory	Area of Growth	Unsatisfactory	CRITERIA
				1. <u>Work Accuracy/Quality</u> – Work is completed free from error in a neat and orderly manner.  Explanation:
				2. <u>Dependability/Responsibility</u> – Ability to be relied upon and trusted to do assigned/required tasks with a minimum of supervision. Be accountable for tasks completed.  Explanation:
				3. <u>Work Productivity</u> – Acceptable amount of work produced within a reasonable time frame.  Explanation:
				4. <u>Initiative</u> – Self-motivation to identify tasks without having to be told.  Explanation:

Strength	Satisfactory	Area of Growth	Unsatisfactory	CRITERIA
				<p>5. <u>General Attitude</u> – Project positive attitude concerning his/her position, co-workers, and the college.</p> <p>Explanation:</p>
				<p>6. <u>Staff Development</u> – Willingness to upgrade job skills and knowledge.</p> <p>Explanation:</p>
				<p>7. <u>Job Knowledge</u> – Understanding of job duties and responsibilities. Knowledge of techniques, methods, and procedures to do the job.</p> <p>Explanation:</p>
				<p>8. <u>Public and Interpersonal Relations</u> – Ability to interact effectively with public and co-workers; degree to which a positive image of the college is projected and sustained.</p> <p>Explanation:</p>

Other comments:

One (1) formal evaluation will be completed by May 1 of each calendar year. It is recommended that informal evaluations take place on a continuous basis. New employees will be formally evaluated twice in the first year with the first formal evaluation no sooner than four (4) months of employment and then continue on the annual formal evaluation system. No composites will be made. Each staff member will see all evaluations completed on his/her performance.

Date: \_\_\_\_\_ Immediate Supervisor: \_\_\_\_\_

Date: \_\_\_\_\_ Employee: \_\_\_\_\_



# APPENDIX C

## DUES DEDUCTION AUTHORIZATION FORM

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LAST NAME	FIRST NAME	INITIAL
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Full-time Employee \_\_\_\_\_

Part-time Employee \_\_\_\_\_

I hereby request and authorize the Board to deduct from my earnings, dues for the Northwest Iowa Community College Support Staff Association. Dues are to be deducted monthly for full-time and part-time employees for eleven (11) consecutive months from October through August for a total of \$ \_\_\_\_\_ and remitted on my behalf to the Treasurer of the Northwest Iowa Community College Support Staff Association. The deduction per check shall be \$ \_\_\_\_\_.

I understand that the dues deduction will only be for the cost of dues and contributions for membership to my employee organization. Such items as initiation fees, special assessments, back dues, fines, and similar items will not be considered deductible dues.

I understand that the Association agrees to defend and hold harmless the Board, each individual Board member, and all Administrators against any and all claims arising out of the application for my dues deduction.

Such authorization must be submitted to the Personnel Office prior to October 1 each year, and shall continue through August from the date hereof and thereafter for equivalent periods, at the prevailing dues rate, unless revoked in writing by a thirty (30) day notice to the Vice-President of College Services. Employees who submit authorizations after October 1 shall have dues deductions prorated over the remaining months such that dues deduction is completed by the August pay period.

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SIGNATURE	DATE	SOCIAL SECURITY NO.
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